

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM INC, *et al.*,

Plaintiffs,

v.

AALITOOD, *et al.*,

Defendants.

Case No. C23-679-MJP-MLP

ORDER

This matter is before the Court on Plaintiffs Amazon.com, Inc., Amazon.com Services LLC (together, “Amazon”), Canon Kabushiki Kaisha, and Canon U.S.A., Inc.’s (together, “Canon”; collectively, “Plaintiffs”) *Ex Parte* Motion for Alternative Service. (Mot. (dkt. # 20).) Having considered Plaintiffs’ submissions, the governing law, and the balance of the record, the Court GRANTS Plaintiffs’ Motion (dkt. # 20).

**I. BACKGROUND**

Plaintiffs have filed an amended complaint alleging Defendants Shao Zhuan Chen, Zubing Zheng, Shao Yi Chen (collectively, “Defendants”), and “Does 1-10” acted in concert to advertise and sell counterfeit Canon-branded products using 40 different Amazon Selling Accounts. (Am. Compl. (dkt. # 16) at ¶¶ 10-14; *see id.* at 23-36 (“Schedule 1”).) Plaintiffs’

1 investigation, including a private investigator’s use of public records and specialized tools as  
2 well as third-party discovery authorized by this Court, indicates all Defendants “are likely  
3 located in China.” (First Rainwater Decl. (dkt. # 21) at ¶ 2; *see also id.* at ¶ 3 (Defendants  
4 accessed bank accounts registered to the Amazon Selling Accounts from IP addresses in China).)

5 Plaintiffs seek authorization for alternative service because they have not been able to  
6 identify Defendants’ locations within China. (*See* First Rainwater Decl. at ¶ 5; Second Rainwater  
7 Decl. (dkt. # 24) at ¶¶ 3-6.) Plaintiffs propose to serve Defendants via some of the email  
8 addresses used to create the Amazon Selling Accounts. (Mot. at 4-5.) Plaintiffs sent test emails to  
9 all such addresses, and did not receive error notices, bounce back messages, or other indications  
10 that the test emails failed to deliver to the addresses at which they propose to serve Defendants.  
11 (First Rainwater Decl. at ¶¶ 7-8.)

## 12 II. DISCUSSION

13 Federal Rule of Civil Procedure 4(f) permits service of process on individuals in foreign  
14 countries by: (1) internationally agreed methods such as those authorized by the Hague  
15 Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or  
16 Commercial Matters (“Hague Convention”); (2) if there is no internationally agreed means, in  
17 accordance with the foreign country’s law; or (3) by “other means not prohibited by international  
18 agreement, as the court orders.” Fed. R. Civ. P. 4(f)(3). To obtain a court order under Rule  
19 4(f)(3), a plaintiff must “demonstrate that the facts and circumstances of the present case  
20 necessitated the district court’s intervention.” *Rio Props., Inc. v. Rio Int’l Interlink*, 284 F.3d  
21 1007, 1016 (9th Cir. 2002).

22 In addition to the requirements of Rule 4(f), “a method of service of process must also  
23 comport with constitutional notions of due process.” *Rio*, 284 F.3d at 1016. “To meet this

1 requirement, the method of service crafted by the district court must be ‘reasonably calculated,  
2 under all the circumstances, to apprise interested parties of the pendency of the action and afford  
3 them an opportunity to present their objections.’” *Id.* at 1016-17 (quoting *Mullane v. Cent.*  
4 *Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)).

5 **A. Rule 4(f)**

6 Plaintiffs request Court intervention because they have not located valid physical  
7 addresses for service despite extensive investigation. (Mot. at 4.) While third-party discovery  
8 reported physical addresses for each Defendant, further investigation revealed the information to  
9 be false. (First Rainwater Decl. at ¶ 5.) Specifically, the addresses for Shao Zhuan Chen and  
10 Zubing Zheng and one address for Shao Yi Chen did not exist, while another address for Shao Yi  
11 Chen was occupied by unrelated people. (Second Rainwater Decl. at ¶¶ 3-6.) The Court  
12 concludes Plaintiffs have adequately shown that the Court’s intervention is necessary.

13 Plaintiffs contend Rule 4(f)(3) and the Hague Convention allow for service by email on  
14 defendants located in China. (Mot. at 5-6.) China, like the United States, is a party to the Hague  
15 Convention.<sup>1</sup> The Hague Convention expressly “shall not apply where the address of the person  
16 to be served with the document is not known.” Hague Convention, art. 1.<sup>2</sup> Plaintiffs here have  
17 been unable to locate physical addresses for Defendants, and thus, could not utilize methods  
18 authorized by the Hague Convention. (First Rainwater Decl. at ¶ 5; Second Rainwater Decl. at  
19 ¶¶ 3-6.)

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22 <sup>1</sup> See Contracting Parties, available at [https://www.hcch.net/en/instruments/conventions/status-](https://www.hcch.net/en/instruments/conventions/status-table/?cid=17)  
23 [table/?cid=17](https://www.hcch.net/en/instruments/conventions/status-table/?cid=17) (last viewed June 12, 2024).

<sup>2</sup> Available at <https://www.hcch.net/en/instruments/conventions/full-text/?cid=17> (last viewed June 12, 2024).

1           Nevertheless, whether or not the Hague Convention applies, this Court and others have  
2 concluded that email service on individuals located in China is not prohibited by it or any other  
3 international agreement. *See Rubie's Costume Co., Inc. v. Yiwu Hua Hao Toys Co.*, 2019 WL  
4 6310564, at \*3 (W.D. Wash. Nov. 25, 2019) (email service in China “not expressly prohibited by  
5 international agreement”). The Court therefore concludes that service by email is not prohibited  
6 by international agreement. Plaintiffs have shown that an order permitting service by email  
7 would comport with Rule 4(f).

8           **B.       Due Process**

9           The Court next considers whether service of process using email addresses registered  
10 with Defendants' Amazon Selling Accounts comports with constitutional due process—that is,  
11 whether the method of service is “reasonably calculated, under all the circumstances, to apprise  
12 interested parties of the pendency of the action and afford them an opportunity to present their  
13 objections.” *Mullane*, 339 U.S. at 314.

14           Plaintiffs contend email service comports with due process because the email addresses  
15 are “the primary means of communication from Amazon to Defendants” and test emails  
16 confirmed the addresses remain functional. (Mot. at 7.) Plaintiffs point to *Facebook, Inc. v.*  
17 *Banana Ads, LLC*, where a court authorized service via email on foreign defendants who “rely  
18 on electronic communications to operate their businesses” and for whom plaintiff had “valid  
19 email addresses[.]” 2012 WL 1038752, at \*2 (N.D. Cal. Mar. 27, 2012). In that case, however, it  
20 appears that the defendants' businesses were ongoing and used internet domain names that, when  
21 registered, “required [defendants] to provide accurate contact information and to update that  
22 information.” *Id.* at \*1.

1           The situation is somewhat less clear here, because the email addresses were used to  
2 operate businesses through Amazon Selling Accounts that have been closed. (*See* Am. Compl. at  
3 ¶ 52 (Amazon “blocked Defendants’ Selling Accounts”).) Plaintiffs do not specify when the  
4 accounts were closed and whether Defendants were notified.

5           Nevertheless, Plaintiffs provide evidence that the email addresses they propose effecting  
6 service through were actively used in operating the Amazon Selling Accounts. Individuals  
7 “registered these email addresses in order to create their Selling Accounts . . . and conduct  
8 business through their Selling Accounts.” (Haskel Decl. at ¶ 5.) And Plaintiffs have verified that  
9 the email addresses remain active. (*See* First Rainwater Decl. at ¶¶ 7-8.) This provides some  
10 evidence that Defendants are still using those addresses.

11           In a similar situation in *Bright Solutions for Dyslexia*, alternative service by email was  
12 used where plaintiffs were “unable to locate [d]efendants and believed they may have moved to  
13 China.” *Bright Sols. for Dyslexia, Inc. v. Lee*, 2017 WL 10398818, at \*4 (N.D. Cal. Dec. 20,  
14 2017), *report and recommendation adopted*, 2018 WL 4927702 (N.D. Cal. Mar. 26, 2018). After  
15 issuing takedown notices, the plaintiffs obtained email addresses associated with eBay online  
16 seller accounts that defendants had used to sell allegedly counterfeit products. *Id.* at \*3. “No  
17 errors were received” when plaintiffs sent test emails to two of the addresses. *Id.* The court  
18 granted plaintiffs’ motion for alternative service by email, and granted default judgment after  
19 defendants failed to respond even though “the emails had been successfully delivered with no  
20 errors.” *Id.* at \*4. The court concluded “email service was proper because [d]efendants structured  
21 their counterfeit business such that they could only be contacted by email” and, when served by  
22 email, “[t]hese emails did not bounce back.” *Id.* at \*7.

1 In contrast, in *Amazon.com Inc. v. KexleWaterFilters*, this Court denied alternative  
2 service by email because plaintiffs had not shown sufficient “indicia that the defendants would in  
3 fact receive notice of the lawsuit if the plaintiffs served them by email.” 2023 WL 2017002, at  
4 \*4 (W.D. Wash. Feb. 15, 2023). The approach in *Bright Solutions for Dyslexia* was endorsed by  
5 this Court in that case, but in *KexleWaterFilters*, the plaintiffs had “not demonstrated that the  
6 email addresses associated with [d]efendants’ Selling Accounts are still valid[.]” *Id.* Plaintiffs  
7 were permitted to “renew their motion with evidence of recent communications to [d]efendants  
8 that demonstrates that service by email is a reliable method to provide [d]efendants with notice  
9 of the pendency of this action.” *Id.*

10 Here, as in *Bright Solutions for Dyslexia*, Plaintiffs have identified email addresses that  
11 these Defendants used in their online businesses, and verified that those email addresses remain  
12 functional. As in *Bright Solutions for Dyslexia*, Defendants structured their counterfeit business  
13 such that they can only be contacted by email. Together, these circumstances provide sufficient  
14 indicia that Defendants are likely to receive notice if served through the email addresses  
15 registered to their Amazon Selling Accounts. *See also Amazon.com, Inc. v. KexleWaterFilters*,  
16 2023 WL 3902694, at \*2 (W.D. Wash. May 31, 2023) (granting renewed motion for alternative  
17 service where “Plaintiffs received no error notices or bounce-back messages with respect to the  
18 test emails”).

19 Moreover, Plaintiffs propose to “serve Defendants using an online service for service of  
20 process, RPost (www.rpost.com) that provides proof of authorship, content, delivery, and  
21 receipt[.]” (First Rainwater Decl. at ¶ 8.) Service via RPost should, according to Plaintiffs’  
22 representations to the Court, provide evidence as to whether service by email was, in fact,  
23

1 received. This offers reassurance that if the email addresses are not being monitored and used,  
2 then service will not be erroneously deemed completed.

3 The Court concludes service via the email addresses is reasonably calculated to apprise  
4 Defendants of the pendency of this action and provide them an opportunity to respond.  
5 Accordingly, the Court finds due process concerns are satisfied.

### 6 III. CONCLUSION

7 For the foregoing reasons, the Court GRANTS Plaintiffs' Motion (dkt. # 20). Plaintiffs  
8 are authorized to serve the following Defendants at the following email addresses:

- 9 • Defendant Shao Zhuan Chen: huaa2233@21cn.com, chenglong378@outlook.com,  
10 kathrynlpatrick@outlook.com;
- 11 • Defendant Zubing Zheng: xuzhongsheng2177@163.com, dksty2332@21cn.com;
- 12 • Defendant Shao Yi Chen: cyha589395@126.com, tme2334@21cn.com,  
13 lfcwkj@163.com, jhi537@163.com, libaoliangvfdus@163.com, dz57bb@yeah.net,  
14 zhaojucui122@outlook.com, tbdehx@163.com, dass2223@21cn.com,  
15 cisongci7831@163.com, y9zt6qbd4yn9jwa@outlook.com, xieczgsih6@163.com,  
16 yufeng55353@outlook.com, mariaaescareno@outlook.com, luanhe82717@163.com,  
17 nje989@163.com, hnum2234@21cn.com, nanfengzhid@163.com,  
18 wwq21698@163.com, zzh895@163.com, teer2244@21cn.com,  
19 zhaoyunlong8002@outlook.com, qingxishangmao@outlook.com,  
20 benevaciadzpw@gmail.com, an7788@163.com, niuy233@126.com,  
21 tadd2020@21cn.com, xbxingyun\_amazon@tom.com, juyi3622434@163.com,  
22 ruutd2335@21cn.com, baiyu70516@163.com.  
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1           Plaintiffs are ORDERED to complete service and file proof of service by **June 28, 2024**.  
2           The Clerk is directed to send copies of this order to the parties and to the Honorable Marsha J.  
3           Pechman.

4           Dated this 13th day of June, 2024.

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MICHELLE L. PETERSON  
7           United States Magistrate Judge  
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